

NEW APPLICATION

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ORIGINAL

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Qwest

Spirit of Service™

April 16, 2008

AZ CORP COMMISSION  
DOCKET CONTROL

Docket Control  
Arizona Corporation Commission  
1200 West Washington  
Phoenix, Arizona 85007

Arizona Corporation Commission  
**DOCKETED**

**APR 16 2008**

Re: Expedite Requests Amendment to the Interconnection  
Agreement between Qwest Corporation and  
Time Warner Telecom of Arizona LLC for  
the State of Arizona

DOCKETED BY

*mn*

Dear Madam or Sir:

**T-01051B-08-0205**  
**T-03943A-08-0205**

Accompanying this transmittal is an Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and Time Warner Telecom of Arizona LLC. ("CLEC"). Qwest files this Amendment for approval under 47 U.S.C. §252(e) and A.A.C. R14-2-1508.

The Agreement is amended by adding terms, conditions and rates for Expedite Requests as set forth in Attachment 1 and Exhibit A into the Interconnection Agreement. The Agreement was approved by the Commission on August 18, 2004, Docket Nos. T-01051B-04-0516, T-03943A-04-0516, Decision No. 67468.

Please contact me at (602) 630-2187 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Norman G. Curtright

Enclosure

Docket Control, Arizona Corporation Commission

April 16, 2008

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cc: Mr. Timothy Berg, Esq.  
Fennemore Craig  
3003 N. Central Avenue, Suite 2600  
Phoenix, AZ 85012

Tina Davis, V.P. & Deputy General Counsel  
Time Warner Telecom  
10475 Park Meadows Drive  
Littleton, CO 80124

Lyndall Nipps, VP – Regulatory  
Time Warner Telecom  
845 Camino Sur  
Palm Springs, CA 92262

**Expedite Requests Amendment  
to the Interconnection Agreement  
between  
Qwest Corporation  
and  
Time Warner Telecom of Arizona LLC  
for the State of Arizona**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Time Warner Telecom of Arizona LLC ("CLEC"). Qwest and CLEC shall be known jointly as the ("Parties").

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Arizona, that became effective on October 18, 2004 ("Agreement"); and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by adding terms, conditions and rates for Expedite Requests as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Arizona Corporation Commission ("Commission"); however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, CLEC's bills shall be deemed accurate and adjusted without error.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of

warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.


**Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Time Warner Telecom of Arizona LLC**

By: Time Warner Telecom Holdings Inc.,  
Its sole member


  
\_\_\_\_\_  
Signature

Tina Davis  
\_\_\_\_\_  
Name Printed/Typed

Sr. Vice President and Deputy General Counsel  
\_\_\_\_\_  
Title

4/10/08  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Signature

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Director – Interconnection Agreements  
\_\_\_\_\_  
Title

4/10/08  
\_\_\_\_\_  
Date

## **ATTACHMENT 1 EXPEDITE REQUESTS**

**Expedite** – a Due Date that reflects a shorter service interval than is available in Qwest's Service Interval Guide; or that is a request for an earlier Due Date than has been established on a pending order; or that is required to meet a Due Date on a pending order due to design or other changes submitted by CLEC. Qwest will accommodate CLEC's request for an expedited installation if it can do so without delaying Due Dates or orders of other CLECs or End User Customers. Charges for expedited installations are in addition to nonrecurring charges for the service ordered. Prices for this miscellaneous service are market-based, using Qwest's Tariffed, cataloged, price listed, or other similarly documented prices, and are subject to change.

**Section 7.3.5.2 of the Agreement is deleted in its entirety and replaced with the following:**

7.3.5.2 Expedite requests for LIS trunk orders are available. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. Expedite charges apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates.

7.3.5.2.1 CLEC will request an expedite for LIS trunks, including an expedited Due Date, on the Access Service Request (ASR).

7.3.5.2.2 The request for expedite will be approved only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog at Qwest's wholesale web site.

**Section 9.1.15 is added to the Agreement as follows:**

9.1.15 Expedite requests for designed Unbundled Network Elements are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates.

9.1.15.1 CLEC will request an expedite for designed Unbundled Network Elements, including an expedited Due Date, on the Local Service Request (LSR) or the Access Service Request (ASR), as appropriate.

9.1.15.2 The request for an expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedites at Qwest's wholesale web site.

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